

SPECIAL VERDICT FORM

This form, known as a “special verdict form,” has been prepared for you. This form contains written questions that will allow you to identify your findings of fact.

Follow the instructions in this verdict form and answer the questions in order as directed. After you have reached unanimous agreement on the answers to the questions, your jury foreperson will fill in the answers on the form, sign and date it, and return it to the Court.

As used herein, the following terms have the following meanings:

1. “Edwards” means Plaintiff Aaron Edwards.
2. “First Trust” means Defendant First Trust Portfolios, L.P.
3. “SOX” means the Sarbanes-Oxley Act of 2002.
4. “Dodd-Frank” and the “Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Answer Question No. 1.

QUESTION 1: Sarbanes-Oxley Act

Has Edwards proven by a preponderance of the evidence that First Trust is a covered entity under SOX?

Answer “Yes” or “No”: Yes

QUESTION 2: Sarbanes-Oxley Act

Answer Question No. 2.

Has Edwards proven by a preponderance of the evidence that he engaged in protected whistleblower activity before First Trust terminated his employment?

Answer “Yes” or “No”: NO

QUESTION 3: Sarbanes-Oxley Act

Answer the following question if you answered “Yes” to Question 2. Otherwise, do not answer the following question, and proceed to Question 6.

Has Edwards proven by a preponderance of the evidence that First Trust had knowledge of Edwards’s protected activity before First Trust terminated his employment?

Answer “Yes” or “No”:

QUESTION 4: Sarbanes-Oxley Act

Answer the following question if you answered “Yes” to Questions 2 and 3. Otherwise, do not answer the following question, and proceed to Question 6.

Has Edwards proven by a preponderance of the evidence that his protected activity was a contributing factor in First Trust terminating his employment?

Answer “Yes” or “No”:

QUESTION 5: Sarbanes-Oxley Act

Answer the following question if you answered “Yes” to Questions 2, 3, and 4. Otherwise, do not answer the following question, and proceed to Question 6.

Did First Trust prove by clear and convincing evidence that it would have terminated Edwards’s employment even if he had not engaged in protected activity?

Answer “Yes” or “No”:

QUESTION 6: Dodd-Frank Act

Answer Question No. 6.

Has Edwards proven by a preponderance of the evidence that he provided information relating to a violation of the securities laws to the Securities and Exchange Commission (“SEC”)?

Answer “Yes” or “No”: Yes

QUESTION 7: Dodd-Frank Act

Answer Question No. 7.

Has Edwards proven by a preponderance of the evidence that he engaged in a protected activity under Dodd-Frank?

Answer “Yes” or “No”: No

QUESTION 8: Dodd-Frank Act

Answer the following question if you answered “Yes” to Question 7. Otherwise, do not answer the following question, and proceed to Question 9.

Has Edwards proven by a preponderance of the evidence that there was a causal connection between his protected activity and his termination from First Trust?

Answer “Yes” or “No”: _____

QUESTION 9: Damages

Answer the following questions if you:

- answered “Yes” to Questions 2, 3, and 4 and “No” to Question 5; or
- answered “Yes” to Questions 7 and 8; or

- answered “Yes” to Questions 2, 3, 4, 7, and 8 and “No” to Question 5.
- Otherwise, do not answer any more questions, and proceed to sign and date the Verdict Form.

What sum of money, if paid now in cash, would fairly and reasonably compensate Edwards for the damages, if any, you have found that First Trust caused Edwards?

Consider the following elements of damages.

A. Back Pay:

Answer “Yes” or “No”: _____

If you answered “Yes,” in what amount in dollars and cents:

B. Reinstatement or Front Pay:

Answer “Yes” or “No”: _____

If you answered “Yes” but you believe reinstatement is not feasible, what sum of money would fairly and reasonably compensate Edwards for the loss of future pay and benefits (that is, front pay)?

Answer in dollars and cents: _____

Answer the following question (Question 9(C)) only if you answered “Yes” to Questions 2, 3, and 4 and “No” to Question 5.

C. Special Damages for reputational harm (for Edwards’s Sarbanes-Oxley Act Claim only):

Answer “Yes” or “No”: _____

If you answered “Yes,” in what amount in dollars and cents:

QUESTION 10: Mitigation of Damages

Answer the following question if you answered Question 9. Otherwise, do not answer any more questions, and proceed to sign and date the Verdict Form.

Did First Trust prove by a preponderance of the evidence that Edwards failed to mitigate his damages through the exercise of reasonable diligence in seeking, obtaining, and maintaining substantially equivalent employment?

Answer “Yes” or “No”: _____

If you answered “Yes,” what sum of money, if paid now in cash, is the amount by which Edwards’s damages, if any, could have been reduced through his reasonable diligence in seeking, obtaining, and maintaining substantially equivalent employment after the date of his discharge?

Answer in dollars and cents, or answer “None”: _____

You are finished. The jury foreperson should sign in the space provided below and then alert the Court Security Officer that you have reached a verdict.

SO SAY WE ALL.

Jacqueline S. Jones-Graves
JURY FOREPERSON
3-3-2025 4:31 p.m.
DATE